

Exhibit 1

*Saracco et al. v. State of Alaska et al.,
Settlement and Release of All Claims between
Plaintiffs and Defendant City of Gustavus*

**SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims is entered into this 27 day of March, 2025, by James F. Saracco and Lisa L. Etherington (hereafter SARACCO AND ETHERINGTON, unless otherwise specified), who hereby grant a full and unconditional release of the claims referred to below in Paragraph I to City of Gustavus and Alaska Public Entity Insurance and their elected officials, directors, employees, volunteers, consultants, insurers and attorneys (hereafter collectively GUSTAVUS unless otherwise specified). This release is not intended to and does not release any claims SARACCO AND ETHERINGTON may have against the State of Alaska or any of its employees or governmental units and/or their insurers who are not parties to this Settlement Agreement and Release.

I. RELEASE AND DISCHARGE

SARACCO AND ETHERINGTON accept the consideration specified in Part II below, in full and complete satisfaction of all claims referred to below against GUSTAVUS and hereby discharges any and all past, present, and future claims arising out of the allegations set forth in the Complaint filed in the United States District Court for the District of South Carolina Charleston Division, MDL No. 2:18-mn-2873-RMG, as originally filed as *Saracco and Etherington v. The City of Gustavus and the State of Alaska*, 1 JU-20-00758 (hereafter collectively Complaint) and as to any and all claims that could have been asserted by SARACCO AND ETHERINGTON against GUSTAVUS arising out of the allegations in the Complaint by SARACCO AND ETHERINGTON or anyone acting on behalf of SARACCO AND ETHERINGTON against GUSTAVUS or that could arise out of or be asserted by SARACCO AND ETHERINGTON as to any future claims. It is expressly understood and agreed that this Release is executed as a compromise of a disputed claim and that any payments received by

SARACCO AND ETHERINGTON are not in any manner to be construed as an admission of liability on the part of GUSTAVUS, such liability being expressly denied.

This Release shall apply to all claims referred to above, whether known or unknown, foreseen or unforeseen, absolute, accrued, contingent or otherwise. In consideration, and agreements specified in Part II below, SARACCO AND ETHERINGTON do completely release and forever discharge, and for their heirs, executors, administrators, successors and assigns, does release, acquit and forever discharge GUSTAVUS from any and all claims, liabilities, actions, causes of action, demands, rights, damages, including but not limited to exemplary or punitive damages, special damages, costs, medical expenses, loss of services, workers' compensation payments and liens, expenses, and compensation whatsoever, SARACCO AND ETHERINGTON now have or had or which may hereafter accrue, known and unknown, foreseen and unforeseen, absolute, accrued, contingent or otherwise, arising out of, in connection with, or in any way relating to any prior dealings, interaction or contact with, or any incidents or occurrences involving GUSTAVUS alleged, alluded to, or referred to in the Complaint, and all related pleadings, documents in whatever medium, correspondence, affidavits, medical records, employment records, notes, journals, minutes, reports, transcripts, videos, or testimony, which may have been or could have been reviewed, revealed, discovered, or prepared in connection with any aspect of the allegations related to the Complaint. This Release shall be a full, binding, and complete Release by SARACCO AND ETHERINGTON as to GUSTAVUS, save only and excepting the executory provisions of this Release.

II. PAYMENTS AND OTHER CONSIDERATIONS

In consideration of the full discharge of claims set forth in this Release, SARACCO AND ETHERINGTON agree to accept the following consideration and conditions:

Payment in the amount of \$125,000 (ONE HUNDRED AND TWENTY-FIVE THOUSAND

DOLLARS), inclusive of all attorneys' fees, interest, costs and any costs or fees associated with the approval of this settlement in MDL No. 2:18-mn-2873-RMG, on behalf of GUSTAVUS;

1. SARACCO AND ETHERINGTON and GUSTAVUS shall bear their own costs and attorneys' fees;

2. GUSTAVUS shall provide to SARACCO AND ETHERINGTON existing copies of any photos and videos of the City truck, and any documents related to obtaining the truck used in the incident alleged in the Complaint from the State of Alaska in the possession of the City; testing of the contents of the City truck, other than testing of the contents of the tank, if any, or the Saracco property in possession of the City, if any, notes of communications with the State regarding the City Truck, within a reasonable time after approval of the Settlement by the Federal District Court;

3. SARACCO AND ETHERINGTON acknowledge that GUSTAVUS has sold the truck and that the truck remains in Gustavus for review and inspection by counsel for SARACCO AND ETHERINGTON, and the City agrees to coordinate such inspection, if requested by counsel, with the current owner, upon reasonable notice to the City, for a period not to exceed six months;

4. With assistance and direction from the State, the contents of the tank were transferred to State approved barrels and remain stored in Gustavus. Gustavus will keep the barrels with those contents for a reasonable period of time and allow Plaintiffs' counsel to inspect and/or test the material in the barrels in a reasonable period of time, not to exceed one year, or until the City is eligible to participate in the Alaska Department of Transportation disposal program, whichever is sooner, or alternatively, the Plaintiffs' counsel or representative may take possession of the barrels and contents of the barrels;

5. In the event the Complaint proceeds to trial, GUSTAVUS will reasonably

cooperate with counsel for SARACCO AND ETHERINGTON to contact City employees or former employees, at the sole expense of SARACCO AND ETHERINGTON, and shall not interfere with those employees or former employees testifying in the litigation. SARACCO AND ETHERINGTON acknowledge and agree that GUSTAVUS cannot compel former or current employees to provide interviews or otherwise testify in the litigation.

III. DELIVERY OF DISMISSAL WITH PREJUDICE

Concurrently with the approval of this Settlement Agreement and Release by the Federal District Court, SARACCO AND ETHERINGTON shall execute a stipulation for dismissal with prejudice of the Complaint. The Stipulation for Dismissal shall expressly stipulate to dismissal of all claims with prejudice that were brought or that could have been brought against GUSTAVUS in the action specified in Part I above, with each party to bear their own costs and attorneys' fees.

Counsel for SARACCO AND ETHERINGTON shall provide all necessary pleadings and documents to file in the MDL Court referenced above to obtain approval as expeditiously as possible after execution of this Release of All Claims and approval of the Settlement by the City Council of Gustavus and then file those necessary pleadings and documents with the MDL.

IV. REPRESENTATION BY SARACCO AND ETHERINGTON

SARACCO AND ETHERINGTON state that they have carefully read this Release in its entirety, have had the opportunity to confer with counsel of their choice, and know and understand the contents of this Release. SARACCO AND ETHERINGTON further understand and acknowledge that this Release has been negotiated by each party, through and with their respective attorneys. SARACCO AND ETHERINGTON represent that they are not relying on the advice of GUSTAVUS or anyone associated with GUSTAVUS concerning the legal or tax consequences of this Release nor is this Release contingent upon any favorable tax

determination. Accordingly, SARACCO AND ETHERINGTON release and hold harmless GUSTAVUS, and any and all counsel or consultants of GUSTAVUS, from any claim of any kind which SARACCO AND ETHERINGTON may assert because of any unforeseen consequences of this Release. SARACCO AND ETHERINGTON represent and understand that GUSTAVUS has not provided any assurances, counsel, advice, promises or agreements to SARACCO AND ETHERINGTON with respect to any legal or tax consequences of this RELEASE OF ALL CLAIMS. This full and final Release is intended to cover any and all past, present, and future loss or damage, injuries, physical or mental illness or disease, loss of wages, loss of benefits, contract damages, loss of income, damages to reputation, bad faith damages, exemplary damages, punitive damages, attorneys' fees, costs, interest, not known to SARACCO AND ETHERINGTON, or any party hereto, but which may later develop or be discovered, the effects or consequences thereof and including all causes of action therefore as to the persons and entities described therein, arising out of the claims referenced in Paragraph I above.

The consideration stated herein is contractual and not a mere recital, and SARACCO AND ETHERINGTON do execute and deliver this Release after being fully informed of its terms, contents, conditions, and effects and as to any future effects. In making this Release, SARACCO AND ETHERINGTON had the opportunity to consult with counsel of their choice and no compromises or representations of any kind outside the terms of this Release have been made to them by GUSTAVUS. SARACCO AND ETHERINGTON have relied fully and completely upon their own judgment after conferring with persons they chose and having the opportunity to consult with counsel of their choice. SARACCO AND ETHERINGTON understand that the sum specified in Paragraph II, above, is all the money that is to be paid by or on behalf of GUSTAVUS as a result of the Complaint and any insurance policies of GUSTAVUS, regardless of whether too much or too little has been paid.

V. ADDITIONAL DOCUMENTS

SARACCO AND ETHERINGTON and GUSTAVUS agree to cooperate fully and execute any and all supplementary documents and to take all additional reasonable actions which may be necessary to give full effect to the basic terms and intent of this Release.

VI. ASSIGNMENT AND SATISFACTION OF OBLIGATIONS

SARACCO AND ETHERINGTON represent, warrant, and covenant to GUSTAVUS that they have not previously assigned, conveyed, or otherwise transferred, nor will they hereafter assign, convey, or otherwise transfer, to any person or entity any rights they may have had, now has, or may hereafter have against GUSTAVUS, including with or as to the State of Alaska. SARACCO AND ETHERINGTON further represent and warrant that they have paid or shall pay from the proceeds provided pursuant to Paragraph II above, all their costs, all medical expenses, insurance liens, legal fees, and expert fees and any other expenses or liens related to the allegations in the Complaint incurred related to the Complaint.

VII ENTIRE AGREEMENT

This Release of All Claims contains the entire agreement between SARACCO AND ETHERINGTON and GUSTAVUS pertaining to the Complaint, and any insurance policies of GUSTAVUS, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, spouses, heirs, successors, and assigns of each.

In recognition that by this Release of All Claims, SARACCO AND ETHERINGTON do fully and completely discharge GUSTAVUS as to any and all claims referred to in Paragraph I above that have been or might be assertable against GUSTAVUS. SARACCO AND ETHERINGTON agree to defend, to indemnify, and to hold harmless GUSTAVUS as to any future claim, action, or lawsuit brought against GUSTAVUS, or any of them, by SARACCO AND ETHERINGTON, SARACCO AND ETHERINGTON's executors, administrators, personal representatives, spouses, heirs, successors, or assigns, or creditors, based upon any

actions or omissions of GUSTAVUS arising out of the Complaint.

VIII. GOVERNING LAW

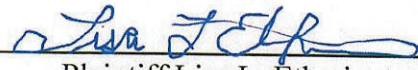
This Release shall be construed and interpreted in accordance with the laws of the State of Alaska.

READ CAREFULLY BEFORE SIGNING

VERIFICATION

STATE OF Pennsylvania)
)ss.
COUNTY OF Allegheny)

I, Lisa L. Etherington, being first duly sworn upon oath, deposes and state that I have read the RELEASE OF ALL CLAIMS and voluntarily and freely agrees to all the terms and conditions.

By: 
Plaintiff Lisa L. Etherington

SUBSCRIBED AND SWORN TO before me this 27 day of March, 2025.

Amber Jo Martinez

Notary Public in and for ***

My Commission Expires: 10/09/2027

Notarized online using audio-video communication

Amber Jo Martinez
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194038470
MY COMMISSION EXPIRES OCTOBER 09, 2027

VERIFICATION

STATE OF Pennsylvania)
)ss.
COUNTY OF Allegheny)

I, James F. Saracco, being first duly sworn upon oath, deposes and state that I have read the RELEASE OF ALL CLAIMS and voluntarily and freely agrees to all the terms and conditions.

By: _____

Plaintiff James F. Saracco

SUBSCRIBED AND SWORN TO before me this 27 day of March, 2025.

Amber Jo Martinez

Notary Public in and for ****

My Commission Expires: 10/09/2027

Notarized online using audio-video communication

READ AND APPROVED AS TO CONTENT:

Dated: March 27, 2025.

Kevin S. Hannon
Kevin S. Hannon, *Pro Hac Vice*
Attorney for James F. Saracco and Lisa L. Etherington

Amber Jo Martinez
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194038470
MY COMMISSION EXPIRES OCTOBER 09, 2027

VERIFICATION

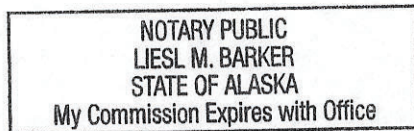
STATE OF)
)ss.
COUNTY OF)

I, Sally McLaughlin, being first duly sworn upon oath, deposes and state that I have read the RELEASE OF ALL CLAIMS and voluntarily and freely agrees to all the terms and conditions.

By: _____

Mayor Sally McLaughlin
City of Gustavus, Alaska

SUBSCRIBED AND SWORN TO before me this 27 day of March, 2025.

_____
Notary Public in and for ****My Commission Expires: with office

READ AND APPROVED AS TO CONTENT:

Dated: April 4, 2025.

Robert P. Blasco
Robert P. Blasco, Esq.
Attorney for City of Gustavus, Alaska

